La Mesa-Spring Valley School District

Board of Education

June 8, 2016

Our Purpose

To Inspire Learning and Respect

Our Vision

**La Mesa-Spring Valley School District is a
Community of life-long learners who engage in
Continuous improvement and contribute positively to
A global society, within a safe learning environment**

**4750 Date Avenue
La Mesa, California 91942-9293
Phone: 619-668-5700
Fax: 619-668-4619**

AGENDA
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR SESSION: June 8, 2016 - 7:00 P.M.
PLACE: Education Service Center, 4750 Date Avenue, La Mesa, CA

OPENING PROCEDURE

1. Call to Order
2. Pledge of Allegiance
3. Establishment of Quorum

MINUTES OF PREVIOUS MEETING(S) Action

COMMUNICATIONS

1. Recognition: ROSE Award – Recipient: Cheryl Pollack
   Presenter: Kelli Nelson

2. Recognition: Karen Walker, Assistant Superintendent, Learning Support

APPROVAL OF AGENDA Action

HEARING(S)

1. Public Hearing – General Matters Regarding Education

2. Public Hearing – 2016-17 Local Control Accountability Plan (LCAP)

3. Public Hearing – 2016-17 Proposed District Budget

REPORTS OF OFFICERS OF THE BOARD

1. 2016-17 Proposed District Budget Information

NEW BUSINESS

BUSINESS SERVICES

1. Consent Calendar* Action

   a. Ratification of Purchase Orders and Warrants

   b. Approval of Travel

   c. Authorization to Enter into an Agreement with School Services of California

d. Award of Bid for Synthetic Turf Football Field and Decomposed Granite Track at STEAM Academy, Bid #FB 9-15/166

e. Annual Award for Bid of Asphaltic Concrete, Bid #FB 12-15/16

f. Annual Award for Bid of Concrete, Bid #FB 13-15/16

g. Award for Contract for Direct Delivery Pizza, RFP #3-15/16

h. Authorization to Contract with Southwest School and Office Supply, Inc. for Just-In-Time Classroom and Office Supplies as Awarded by Corona-Norco Unified School District, Bid #15/16-006

2. Authorization to Submit the Consolidated Application for the 2016-17 School Year to the California Department of Education — Action

3. Resolution 15-16-26, Temporary Interfund Transfers Between District Governmental Funds — Roll Call Vote

4. Resolution 15-16-27, Authorizing the Execution and Delivery of an Equipment Lease/Purchase Agreement with Respect to the Acquisition, Purchase, Financing and Leasing of Certain Equipment for the Public Benefit; Authorizing the Execution and Delivery of Documents Required in Connection Therewith; and Authorizing the Taking of all other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution — Roll Call Vote

LEARNING SUPPORT

1. Authorization to Enter Into a Memorandum of Agreement with San Joaquin County Office of Education — Action

2. Authorization to Enter Into an Agreement with the Regents of the University of California to Provide Vision and Hearing Services to Preschool Students — Action

3. Approval Agreements for Private Vehicle Transportation In-Lieu of Transportation — Action

4. Authorization to Enter Into a Special Education Master Contract with Arch Academy for the 2015-16 School Year — Action

HUMAN RESOURCES RECOMMENDATIONS

1. Standard Human Resources Recommendations — Action

2. Authorization to Enter Into an Agreement with Grand Canyon University — Action

3. Approval of Employment Contract Amendments for Superintendent; Assistant Superintendent, Business; and Assistant Superintendent, Human Resources — Action

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

RECESS

CLOSED SESSION (Government Code 54957)

1. Negotiations Update – LMSV Teachers Association (GC 54957)

2. Negotiations Update – California School Employees Association (CSEA), Chapter 419 (GC 54957)

3. Negotiations Update – Administrators Association and Other Unrepresented Bargaining Groups (GC 54957)

4. Conference with Legal Counsel – Existing Litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School (GC 54956.9)

5. Public Employee Appointment – Assistant Superintendent, Learning Support (GC 54957)

6. Public Employee Appointment – Elementary Principal (GC 54957)

NEW BUSINESS (cont.)

HUMAN RESOURCES RECOMMENDATIONS (cont.)

4. Appointment of Assistant Superintendent, Learning Support — Action

5. Appointment of Elementary Principal — Action

ADJOURNMENT

* Items may be removed from the Consent Calendar for separate action.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the office of the District Superintendent at 619-668-5700. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board of Education in advance of their meetings may be viewed at the Education Service Center located at 4750 Date Avenue, La Mesa, California 91941. In addition, if you would like a copy of any record related to an item on the agenda, please contact Dori Guzman, Board Recording Secretary, at 619-668-5700, Ext. 6383 or e-mail:

dori.guzman@lmsvsd.net.

Board of Education agendas and minutes are, by law, public documents. Please note the La Mesa-Spring Valley School District posts Board agendas and minutes on the Internet.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Brian Marshall**
Superintendent

ITEM NUMBER: **H-1 Public Hearing**
General Matters Regarding Education

A hearing session will be announced for anyone who wishes to address the Board on any topic relating to public education.

Each speaker who wishes to address the Board must complete a *Request to be Heard* card (located on the table near the entrance) and submit it to the President of the Board of Education or the Recorder prior to the opening of the meeting. Speakers shall be allotted no more than three (3) minutes each for their remarks. A yellow card will be shown when the speaker has one minute remaining and a red card when time is up.

Please note that Government Code 54952.2 prohibits the Board from taking action or discussing anything that is not on this agenda. Therefore, the Board will not be able to comment on any topic that is not on this evening's agenda.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Karen Walker, Ed.D.**
Assistant Superintendent, Learning Support

ITEM NUMBER: **H-2 Public Hearing**
Public Hearing – 2016-17 Local Control Accountability Plan (LCAP)

Pursuant to the new public hearing requirements created by Education Code Section 52060(b)(1), the Governing Board of a school district is required to hold a public hearing to solicit recommendations and comments from the public regarding specific actions and expenditures proposed in the Local Control Accountability Plan (LCAP). The public hearing for the LCAP shall be held at the same meeting as the public hearing required by Education Code 42127 for the budget.

Paragraph (2) of Education Code Section 52060(b) requires the governing board of a school district to adopt the LCAP in a public meeting held after, but not on the same day as, the public hearing held pursuant to paragraph (1). The meeting to adopt the LCAP shall be the same meeting as that during which the governing board of the school district adopts a budget pursuant to Education Code Section 42127.

In accordance with Education Code 52060(b)(1), the public hearing for the LCAP shall be held on June 8, 2016, with final adoption on June 22, 2016.

Each speaker who wishes to address the Board must complete a *Request to be Heard* card (located on the table near the entrance) and submit it to the President of the Board of Education or the Recorder prior to the opening of the meeting. Speakers shall be allotted no more than three (3) minutes each for their remarks. A yellow card will be shown when the speaker has one minute remaining and a red card when time is up.

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La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **H-3 Public Hearing**
Public Hearing – 2016-17 Proposed District Budget

Education Code 42127 requires the governing board of a school district to hold a public hearing prior to July 1 of each year on the budget to be adopted for the subsequent year. The agenda for the public hearing must be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection.

In accordance with the new public hearing requirements created by Education Code Section 52060(b)(1), the public hearing for the budget must be held at the same meeting as the public hearing for the LCAP.

In accordance with Education Code 42127, the budget was made available for public inspection on June 3, 2016.

Each speaker who wishes to address the Board must complete a *Request to be Heard* card (located on the table near the entrance) and submit it to the President of the Board of Education or the Recorder prior to the opening of the meeting. Speakers shall be allotted no more than three (3) minutes each for their remarks. A yellow card will be shown when the speaker has one minute remaining and a red card when time is up.

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La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **R-1 Reports of Officers of the Board**
2016-17 Proposed District Budget

The 2016-17 proposed District budget has been developed to align with the District's proposed Local Control Accountability Plan. Budget assumptions are based upon the Governor's May Budget Revision, with projected planning factors provided by the Department of Finance per guidance from the San Diego County Office of Education.

Salary projections are based on existing employees, adjusted for step and column movement, updated agreements with all bargaining units, program needs, and the implementation of class-size reduction to an average of 24 to 1 in kindergarten through second grade. Budgeted expenditures reflect the ongoing implementation of the La Mesa Arts Academy as well as the STEAM Academy (including the completing of a new turf field), the implementation of the Kempton Street Literacy Academy, and the Spring Valley Academy. Statutory and health and welfare benefit costs reflect projected rates of increase. Additionally, the necessary funds have been designated to complete the purchase of what remains of the Language Arts textbook adoption in the 2016-17 school year.

Additional information on the budget will be presented by David Feliciano, Assistant Superintendent, Business Services, who will respond to clarifying questions.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1a New Business (Consent Calendar)** **Action Item**
Ratification of Purchase Orders and Warrants

Purchase orders and warrants issued since the last Board meeting will be available at the meeting for review by the Board.

The following are submitted for ratification:

I. Purchase Orders: 468 purchase orders have been processed, dated May 4, 2016 through May 24, 2016, totaling $2,901,698.71.

II. Warrants: 385 warrants have been issued, dated May 4, 2016 through May 24, 2016, totaling $1,643,426.29.

III. Revolving Cash Fund Reimbursements: Zero (0) checks have been processed since the last Board meeting.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board ratify these purchase orders and warrants.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1b New Business (Consent Calendar)** **Action Item**
Approval of Travel

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the travel of the person listed as attached.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
TRAVEL/CONFERENCE ATTENDANCE REQUESTS

NAME	TRAVEL/ CONFERENCE	CITY/STATE	DATES	COST
David Woltz Non-Employee	National Science Teachers Association Annual STEM Forum and Expo	Denver, CO	7/27/16 – 7/29/16	Registration: $225 Lodging: $0 Transportation: $0 Total: $225

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1c New Business (Consent Calendar)** **Action Item**

Authorization to Enter into an Agreement with School Services of California

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School Services of California, Inc., provides a valuable service to contracting districts by analyzing and reporting the effect of various school finance legislation and other significant school financial activities. The basic cost for this service for 12 months, beginning July 1, 2016, is $2,940.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with School Services of California.

0011750 / S10 P.O.#_____

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **LA MESA-SPRING VALLEY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2016.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*

   b. Option of receiving information on Consultant's website regarding major school finance and policy issues

   c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

   d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

      Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

   e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

2. The Client agrees to pay to Consultant for services rendered under this Agreement:

   a. $2,940 annually, plus expenses, or payable at $245 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant

   b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

3. The term of this contract shall be for the period of one year, beginning July 1, 2016, and terminating June 30, 2017. Agreement may be terminated prior to June 30, 2017 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: _____

_____
Print Name

_____
Job Title
La Mesa-Spring Valley School District

BY: _____ DATE: May 15, 2016

JOHN D. GRAY
President
School Services of California, Inc.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1d New Business (Consent Calendar)** **Action Item**

Award of Bid for Synthetic Turf Football Field and Decomposed Granite Track at STEAM Academy, Bid #FB 9-15/16

On May 27, 2016 at 2:00 p.m., the District opened bids for the synthetic turf football field and decomposed granite track at STEAM Academy. Bids were advertised by the Purchasing Department in accordance with the law. Two bids were received. Byrom-Davey, Inc. was the responsible bidder submitting the lowest responsive bid.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the bid for the synthetic turf football field and decomposed granite track at STEAM Academy to Byrom-Davey, Inc., in the amount of $757,970.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1e New Business (Consent Calendar)** **Action Item**
Annual Award of Bid for Asphaltic Concrete, Bid #FB 12-15/16

On May 17, 2016 at 2:00 p.m., the District opened bids for asphaltic concrete. Bids were advertised by the Purchasing Department in accordance with the law. Five bids were received. Kirk Paving, Inc. was the responsible bidder submitting the lowest responsive bid.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the bid for asphaltic concrete to Kirk Paving, Inc.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1f New Business (Consent Calendar)** **Action Item**
Annual Award of Bid for Concrete, Bid #FB 13-15/16

On May 17, 2016 at 3:00 p.m., the District opened bids for concrete. Bids were advertised by the Purchasing Department in accordance with the law. Four bids were received. R.E. Schultz Construction Services was the responsible bidder submitting the lowest responsive bid.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the bid for concrete to R.E. Schultz Construction Services.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1g New Business (Consent Calendar)** **Action Item**
Award of Contract for Direct Delivery Pizza, RFP #3-15/16

Notices inviting proposals were advertised in the San Diego Union Tribune on May 2, 2016 and May 9, 2016. Proposals were due to the District at 2:00 p.m. on May 24, 2016. Two proposals were received. Domino's Pizza, Inc. was selected based on the criteria outlined in the RFP/RFQ.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board award the contract for direct delivery pizza to Domino's Pizza, Inc.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-1h New Business (Consent Calendar)** **Action Item**

Authorization to Contract with Southwest School and Office Supply, Inc. for Just-in-Time Classroom and Office Supplies as Awarded by Corona-Norco Unified School District, Bid #15/16-006

Pursuant to Public Contract Codes 20118 and 20652, public agencies may purchase (piggyback) from a contract of another public agency under the same price, terms, and conditions of the bidding agency.

Staff has determined that the Corona-Norco Unified School District contract with Southwest School and Office Supply, Bid #15/16-006, best meets the needs of the District for the purchase of school and office supplies on an as-needed basis. The use of this contract would provide a savings to the District and expedite delivery of supplies.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to contract with Southwest School and Office Supply, Inc., for the purchase of Just-in-Time classroom and office supplies on an as-needed basis as awarded by the Corona-Norco Unified School District, Bid #15/16-006.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-2 New Business** **Action Item**

Authorization to Submit the Consolidated Application for the 2016-17 School Year to the California Department of Education

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The purpose of the Consolidated Application is to combine a majority of the categorically-funded programs currently implemented in the District into one document.

The programs included in the Consolidated Application for funding for the 2016-17 school year are:
Title I, Part A: Helping Disadvantaged Children
Title II, Part A: Improving Teacher Quality
Title III, Limited English Proficiency (LEP)
Title III, Immigrant Education

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board authorize the District to submit the Consolidated Application for the 2016-17 school year to the California Department of Education.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-3 New Business** **Action Item**

Resolution 15-16-26, Temporary Interfund Transfers Between District Governmental Funds

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ROLL CALL VOTE

Education Code section 42603 states, "The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred."

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 15-16-26, to establish temporary interfund transfers between District governmental funds.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
RESOLUTION 15-16-26
RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS BETWEEN DISTRICT GOVERNMENTAL FUNDS

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code section 42603, and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

WHEREAS, all fund repayments will include interest earned.

THEREFORE, BE IT RESOLVED that the Governing Board of the La Mesa-Spring Valley School District, in accordance with the provisions of Education Code section 42603, adopts the following authorization for fiscal year 2016-17 to temporarily transfer funds between District governmental funds, provided that all transfers are approved by the Superintendent or his designee.

PASSED AND ADOPTED by the Governing Board on June 8, 2016, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, _____ Clerk/Secretary to the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 8th day of June 2016.

_____
Clerk/Secretary to the Governing Board

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **David Feliciano**
Assistant Superintendent, Business Services

ITEM NUMBER: **B-4 New Business** **Action Item**

Resolution 15-16-27, Authorizing the Execution and Delivery of an Equipment Lease/Purchase Agreement with Respect to the Acquisition, Purchase, Financing and Leasing of Certain Equipment for the Public Benefit; Authorizing the Execution and Delivery of Documents Required in Connection Therewith; and Authorizing the Taking of all other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution

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ROLL CALL VOTE

Proposition 39 (Prop. 39) was passed in 2012 and utilizes additional tax revenues to fund energy efficiency projects for California schools. Prop. 39 provides $550 million dollars annually for five fiscal years (beginning in 2013-14). For our District, this is approximately $2.5 million over the life of the program. In order to receive funding under Prop. 39, the District advertised invitations for proposals in February to develop an Energy Expenditure Plan including the required pre-installation verifications, benchmarking, and post-implementation measurements and verifications. Thirty-six (36) proposals were received. OpTerra Energy Services, Inc. (OpTerra) was selected based on the criteria outlined in the RFP.

The Board held a facilities study session on January 28, 2016, at which staff sought guidance on the implementation of Prop. 39 in the context of the District's Facilities Philosophy. At the March 15, 2016 Board meeting, David Feliciano provided an update on requested contract language, projected funding in light of an increase in available zero-percent financing through SDGE, and requested changes in the scope of work in light of subsequent planning sessions with District facilities staff and OpTerra engineers.

At the Board meeting on April 13, 2016, David Feliciano presented a final update on the Prop. 39 project. The Board directed staff to take the steps necessary to bring the finalized Energy Services Contract and financing plan to the Board on May 3, 2016.

On May 3, 2016, The Board approved the proposed Energy Services Contract for energy efficiency upgrades with the understanding that the project is guaranteed to realize fiscal savings greater than the cost of the project itself.

The attached resolution would approve the equipment lease/purchase agreement with respect to the acquisition, purchase, financing and leasing of the applicable equipment to implement energy efficiency upgrades as approved on May 3, 2016. Please note that the proposed rate is 2.78%, which is well below the initial proposal of 3.16%. Copies of the applicable agreements are being provided for your review.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board adopt the attached Resolution 15-16-27.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

RESOLUTION #15-16-27

RESOLUTION OF THE BOARD OF TRUSTEES OF LA MESA-SPRING VALLEY SCHOOL DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the La Mesa-Spring Valley School District (the *"District"*), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California, is authorized by the laws of the State of California to purchase, acquire and lease personal property for the benefit of the District and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Board of Trustees (the "*Board*") of the District on May 3, 2016 approved an Energy Services Contract with OpTerra Energy Services Inc. for the installation of energy efficiency systems, equipment and conservation measures at District school sites (the *"Equipment"*), and approved parameter for a financing of the Equipment, and District now desires to enter into a specific financing arrangement for the Equipment; and

WHEREAS, in order to acquire such equipment, the District proposes to enter into that certain Equipment Lease/Purchase Agreement (the *"Lease/Purchase Agreement"*) with Banc of America Public Capital Corp (or one of its affiliates) (the *"Lessor"*), the form of which has been presented to the District Board at this meeting and the Escrow and Account Control Agreement to be entered into by and among the District, the Lessor, and an escrow agent yet to be selected (the "*Escrow Agreement*" and, collectively with the *Lease/Purchase Agreement*, the "*Financing Agreements*"); and

WHEREAS, the Board deems it for the benefit of the District and for the efficient and effective administration thereof to enter into the Financing Agreements and the documentation related to the financing of the Equipment on the terms and conditions therein provided.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Trustees as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Financing Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Superintendent or Assistant Superintendent, Business Services of the District or other members of the governing body of the District executing the same, the execution of such documents being conclusive evidence of such approval; and the Superintendent and Assistant Superintendent, Business Services of the District are hereby authorized and directed to execute, and the President or Clerk of the Board is hereby authorized and directed to attest, the Financing Agreements and any related Exhibits or Certificates attached thereto and to deliver the Financing Agreements (including such Exhibits or Certificates) to the respective parties thereto, and to affix the seal of

the District to such documents. In no event shall the total principal amount of the financing exceed $7,700,000 nor shall the interest rate on the financing exceed 2.95%.

Section 2. Other Actions Authorized. The officers and employees of the District shall take all action necessary or reasonably required by the parties to the Financing Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including selection of an escrow agent, and the execution and delivery of acceptance certificates, closing certificates, disbursement requests and any tax certificate and agreement reasonably required by the Lessor or as contemplated in the Financing Agreements) and to take all action necessary in conformity therewith.

Section 3. No General Liability. Nothing contained in this Resolution, the Financing Agreements nor any other instrument shall be construed with respect to the District as incurring a pecuniary liability or charge upon the general credit of the District or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Financing Agreements or any other instrument or document executed in connection therewith impose any pecuniary liability upon the District or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease/Purchase Agreement are limited obligations of the District, subject to annual appropriation by its governing body, as provided in the Lease/Purchase Agreement.

Section 4. Appointment of Authorized District Representatives. The Superintendent and Assistant Superintendent, Business Services of the District are each hereby designated to act as authorized representatives of the District for purposes of the Financing Agreements until such time as the governing body of the District shall designate any other or different authorized representative for purposes of said Agreements.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the District this 8th day of June 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____
Bob Duff, President of the Board of Trustees

ATTEST:

By: _____
David Chong, Clerk of the Board of Trustees

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Karen Walker, Ed.D.**
Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-1 New Business** **Action Item**

Authorization to Enter Into a Memorandum of Agreement with San Joaquin County Office of Education

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The San Joaquin County Office of Education is now providing the District with a web-based Individualized Educational Program (IEP) template, data management, ongoing consulting services and staff training to support this program beginning in the 2016-2017 school year. The web IEP forms, which are used by a majority of districts in the State of California, are approved by and reflect all changes required by the California Department of Education. The annual cost for this service is $1,293.75.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached memorandum of agreement with San Joaquin County Office of Education.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Center for Educational Development and Research
MEMORANDUM OF AGREEMENT

July, 2016

PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION COMPONENTS AND SERVICES

This memorandum of agreement constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the La Mesa-Spring Valley, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of agreement must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/CEDR will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/CEDR). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/CEDR. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.4. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

3.1 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year agreement period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the agreement period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling

proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE AGREEMENT

The Client agrees to pay the SJCOE/CEDR annual maintenance fees of $.75 (seventy-five cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be $1,293.75 (one thousand, two hundred, ninety-three dollars and seventy-five cents) based on the student count as of the December 1, 2015 CASEMIS report of 1,725 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.5.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this agreement following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of $1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Agreement shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Agreement. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is

provided. Within thirty (30) days of the effective date of termination of this Agreement, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CEDR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10.0 INDEMNIFICATION

SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

The Client agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

_____ _____

Johnny Arguelles, Director Date

Center for Educational Development and Research
San Joaquin County Office of Education

_____ _____

Karen Walker, Assistant Superintendent Learning Support Date

La Mesa-Spring Valley

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Karen Walker, Ed.D.**
Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-2 New Business** **Action Item**

Authorization to Enter Into an Agreement with the Regents of the University of California to Provide Vision and Hearing Services to Preschool Students

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On April 21, 2015 the Board authorized the District to enter into a contract with San Diego County Office of Education (SDCOE) for the First 5 San Diego Quality Preschool Initiative (QPI) Rating and Classroom Enhancement Funding. First 5 San Diego provides funds to improve the quality in each preschool site receiving a Quality Rating from QPI/SDCOE.

Providing Vision and Hearing Screening annually is one element of the Quality Rating Improvement System. Prior to this year, the UCSD Eyemobile provided services to the preschool program through funding from Healthy Development Services. Due to a reduction in funding to HDS, screening services for state-funded preschool programs were cut for the 2015-16 school year. Awarded First 5/QPI dollars were budgeted to continue using the UCSD Eyemobile for preschool vision and hearing screening.

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into the attached agreement with the University of California.

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
LA MESA SPRING VALLEY SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this first day of November, 2015 by and between The Regents of the University of California on behalf of the University of California, San Diego School of Medicine, Department of Ophthalmology ("UNIVERSITY") and La Mesa Spring Valley School District, a political subdivision of San Diego County ("DISTRICT") with reference to the following facts:

WHEREAS, UNIVERSITY desires to provide vision and hearing preschool services with the assistance of DISTRICT and to educate DISTRICT personnel to conduct vision and hearing screening services and related issues; and

WHEREAS, DISTRICT desires vision and hearing screening for its preschool students, follow-up and referrals, program evaluation and DISTRICT provides assistance to UNIVERSITY by its personnel to perform such vision and hearing screening and related services; UNIVERSITY employs physicians and other personnel with training in ophthalmology, optometry and hearing ("Vision Screeners") and its support staff to perform such services;

WHEREAS, DISTRICT desires to secure, and UNIVERSITY desires to provide, the non-exclusive services of its Vision Screeners and staff;

IN FURTHERANCE of the foregoing purpose, it is agreed:

1. Location. UNIVERSITY shall transport the UCSD Shiley Eye Mobile ("Eye Mobile") to DISTRICT campus locations within San Diego County.
2. Hours of Services. UNVERSITY shall provide its services described herein during normal school hours for DISTRICT campus location and on a mutually agreed upon schedule.

2. RESPONSIBILITIES OF UNIVERSITY

UNIVERSITY agrees that it shall:

2.1 Educate DISTRICT personnel on conduct vision and hearing preschool services and related issues.

2.2 Provide vision examinations, hearing screening, prescriptions for glasses and corrective lenses as needed for children referred to the Eye Mobile; provide assistance with program evaluation; and advice to DISTRICT personnel on the need for referral of children for ongoing ophthalmologic and hearing care.

2.3 Coordinate and oversee UNIVERSITY staff, Vision Screeners and the services they provide under this Agreement.

2.4 Recruit and select UNIVERSITY staff that are appropriately credentialed, licensed, or otherwise authorized to participate in providing such services.

2.5 Provide the names of UNIVERSITY staff and their assignments to DISTRICT sufficiently in advance to allow for convenient schedule planning.

2.6 Develop and implement a mechanism for determining evaluation of the performance of staff to include, where appropriate, input from DISTRICT staff.

2.7 Maintain records and reports concerning the services and of UNIVERSITY staff time spent in the various activities referred to in this Agreement, as may be required by UNIVERSITY and DISTRICT.

2.8 Cooperate with and assist DISTRICT in investigating facts which may serve as a basis for taking any disciplinary or academic action against a DISTRICT staff member/volunteer. DISTRICT may, but need not, consult with UNIVERSITY concerning any proposed disciplinary action. UNIVERSITY agrees to abide by DISTRICT recommended disciplinary action against DISTRICT staff member/volunteer(s). Notwithstanding the foregoing, UNIVERSITY shall have the right, for good cause and after consultation with DISTRICT, to prohibit further attendance at any UNIVERSITY sites of any DISTRICT staff; provided, however, that UNIVERSITY will not take any action against DISTRICT in an arbitrary or capricious manner. Upon such termination, DISTRICT will use its best efforts to replace the terminated staff member/volunteer with another staff member/volunteer as soon as possible.

2.9 Advise DISTRICT of needed repairs or replacement of equipment necessary for the proper performance of services under this Agreement either recognized by or brought to the attention of Vision Screeners.

2.9 Provide clinical supervision for medical students, residents and fellows participating in providing the services under this Agreement.

3. RESPONSIBILITIES OF DISTRICT

DISTRICT agrees that it shall:

3.1 Assist with preliminary vision screening of students at each school site where it desires to have vision follow-up services of UNIVERSITY.

3.2 Space. DISTRICT, at its own expense, shall maintain adequate staff and facilities at its premises to meet objectives of UNIVERSITY'S vision screening program in a manner consistent with the standards and requirements established by UNIVERSITY.

3.3 Records. DISTRICT, at its expense, shall maintain a health records system that includes parent/guardian consent information, age, ethnicity, eye exam results,

use of corrective lenses history and future performance for each child to be examined by Vision Screeners, and make available such information as needed by UNIVERSITY for program evaluation purposes. All such patient records shall be retained by DISTRICT and shall remain the property of DISTRICT. DISTRICT shall maintain patient files in compliance with the standards established by HIPAA, and governing agencies. Such patient files and records shall be transmitted in a confidential and secure manner to ensure privacy, security and integrity of data required by HIPAA.

3.4 Support Services. DISTRICT shall designate a person to coordinate program, screening, examination, and scheduling while the Eye Mobile is at a DISTRICT site.

3.5 With respect to any professional services performed by UNIVERSITY under this Agreement, DISTRICT agrees to inform UNIVERSITY as follows:

3.5.1 Immediately upon initiation of an investigation of UNIVERSITY staff or upon the occurrence of a substantive untoward event involving a UNIVERSITY staff.

3.5.2 Within five days after receipt of services of a complaint, summons or notice of a claim naming or involving University staff.

3.5.3 Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a UNIVERSITY staff member has been named or in which a settlement is being proposed on behalf of any staff member.

3.6 Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may, but need not consult with DISTRICT concerning any proposed disciplinary action. DISTRICT agrees to abide by UNIVERSITY'S recommended disciplinary action against UNIVERSITY staff. Notwithstanding the foregoing, DISTRICT shall have the right, for good cause and after consultation with UNIVERSITY, to prohibit further attendance at DISTRICT sites of any UNIVERSITY staff; provided, however, that DISTRICT will not take any action against UNIVERSITY staff in an arbitrary and capricious manner. Upon such termination, UNIVERSITY will use its best efforts to replace the terminated staff member with another staff member as soon as possible.

3.7 DISTRICT shall not require any UNIVERSITY staff member to conduct his/her professional behavior that would contradict the requirements of UNIVERSITY'S compliance program.

3.8 The population served shall be limited to those students who are enrolled in DISTRICT schools or other programs conducted on school grounds and who have received written consent from their parent(s) or guardian for vision examination services and a prescription of corrective lenses as appropriate.

4. COMPENSATION AND BILLING

As compensation for services rendered by UNIVERSITY to DISTRICT pursuant to subsection 2.2 of this Agreement, DISTRICT shall pay UNIVERSITY Nineteen dollars and fifty cents ($19.50) per student. DISTRICT shall pay UNIVERSITY within thirty (30) days of receipt of UNIVERSITY's invoice.

4.1 Payment of UNIVERSITY Vision Screeners salary and benefits shall be the sole responsibility of UNIVERSITY as the employer of the Vision Screeners.

4.2 DISTRICT acknowledges that UNIVERSITY employees shall follow the ethical and legal standards established by the UNIVERSITY'S Compliance Program, as well as those of DISTRICT's compliance program, if such program exists, and a copy has been provided to the UNIVERSITY'S employee.

4.3 The parties acknowledge that none of the benefits granted UNIVERSITY or UNIVERSITY physician employees is conditioned on any requirements that UNIVERSITY or PHYSICIAN make referrals to, be in a position to make or influence referrals to, or otherwise generate business for any party. The parties further agree that physician services provided hereunder are non-exclusive and physicians may establish privileges at, refer any service to, or otherwise generate any business for any other entity of physicians' choosing.

5. DISTRICT'S INSURANCE

DISTRICT, at its sole cost and expense, shall insure DISTRICT'S activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

5.1 Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars ($1,000,000) per occurrence.

5.2 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

5.3 Workers' Compensation as required under California State law.

5.4 Such other insurance in such amounts which from time-to-time may be reasonably required by mutual consent of the UNIVERSITY and DISTRICT against other insurable risks relating to performance.

Coverage required under Subsections 5.1, 5.2 and 5.3 shall not limit the liability of DISTRICT.

The coverage referred to under Subsection 5.1 3 shall include UNIVERSITY as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, employees, and agents. DISTRICT upon the execution of this Agreement shall furnish UNIVERSITY with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to UNIVERSITY of any material modification, change or cancellation of any of the above insurance coverage.

6. UNIVERSITY'S INSURANCE

UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

6.1 Professional Medical and Hospital Liability Self-insurance Program with limits of two million dollars ($2,000,000) per occurrence.

6.2 General Liability Self-Insurance Program with a limit of one million dollars ($1,000,000) per occurrence.

6.3 Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence.

6.4 Workers' Compensation as required under California State law.

6.5 Such other insurance in such amounts, which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance

Coverage required under this section 6.1, 6.2 and 6.3 shall not in any way limit the liability of UNIVERSITY.

The coverage referred to under Subsection 7.2 shall include DISTRICT as an insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, employees, and agents. UNIVERSITY, upon request, shall furnish DISTRICT with certificates of insurance evidencing compliance with all requirements.

7. INDEMNIFICATION

7.1 DISTRICT's Indemnification. DISTRICT shall defend, indemnify and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for

injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

7.2 UNIVERSITY'S Indemnification. UNIVERSITY shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.

8. COOPERATION IN DISPOSITION OF CLAIMS

DISTRICT and UNIVERSITY agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. DISTRICT and UNIVERSITY agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, DISTRICT and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any such claim or investigation; provided, however, that nothing in this section shall require either DISTRICT or UNIVERSITY to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

9. TERM AND TERMINATION

9.1 Term of Agreement. The term of this Agreement shall be for the period from November 1, 2015, through June 30, 2016. This Agreement may be renewed upon the mutual written agreement of both parties.

9.2 Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause, for any reason, at any time by DISTRICT or UNIVERSITY upon thirty (30) days' prior written notice to the other party. Termination without cause shall not include termination based upon the volume of revenue or referrals generated under this Agreement.

10. PATIENTS' RECORDS

Any and all of DISTRICT'S patient records and charts created at DISTRICT'S medical office as a result of the performance under this Agreement shall be and remain the property of DISTRICT. Both during and after the term of this Agreement, UNIVERSITY shall be permitted to inspect and/or duplicate, at UNIVERSITY'S

expense, any individual charts or records 1) to the extent necessary to assist in the defense of any malpractice or similar claim to which such chart or records may be pertinent and/or 2) for educational purposes upon written approval by DISTRICT. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

11. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that UNIVERSITY is at all times acting and performing the services pursuant to this Agreement as an independent contractor and not as an employee or agent of DISTRICT. DISTRICT shall not control or direct the manner or methods by which UNIVERSITY performs the contemplated medical services. However, UNIVERSITY shall be responsible for performing the services in a manner and at times so as to ensure that the contemplated services are performed and rendered in a competent, efficient and satisfactory manner.

12. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. DISTRICT and UNIVERSITY agree to amend this Agreement if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

13. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

UNIVERSITY and DISTRICT shall comply with all applicable codes, ordinances, rules, regulations, and applicable requirements of all municipal, state, and federal authorities now in force, or which may hereinafter be in force pertaining to the provision of services by volunteer(s). The parties agree that in the event of new governmental requirements are imposed which effect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements.

14. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If they are unable to do so, then the following procedures shall apply.

14.1 Mediation. Any dispute between the parties which cannot be resolved in accordance with Article 14 of this Agreement may be submitted to mediation. If the parties mutually agree that mediation is appropriate, within ten (10) business days of the delivery of a request for mediation, the parties shall agree upon a mediator. If the parties are unable to agree on a mediator, a mediator shall be appointed by JAMS/Endispute. In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each party shall be represented by persons with

authority to negotiate a resolution of the dispute, and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private. The fees and expenses of the mediator shall be borne equally by the parties, each of whom shall be responsible for their own costs. The entire mediation process shall be confidential and the privileges and protection of Evidence Code Section 1152.5 shall apply. Prior to commencement of mediation, the parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of Evidence Code Section 1152.5. At any time, either party may withdraw from the mediation process and submit the matter to binding arbitration.

14.2 Arbitration. All disputes between the parties relating to this contract which cannot be resolved by mutual agreement or mediation shall be resolved exclusively by arbitration in accordance with the provisions of this Subparagraph. Either party may commence arbitration by sending a written demand for arbitration to the other party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the San Diego JAMS/Endispute panel, who is a retired judge and is selected in the sole discretion of the JAMS/Endispute office administrator. The parties shall share all interim costs of the arbitration until decision. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred with the arbitration. The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator. Arbitration shall take place in San Diego, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California.

16. ASSIGNMENT
Neither DISTRICT nor UNIVERSITY shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

17. SEVERABILITY
If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

18. WAIVER
Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

19. ENTIRE AGREEMENT
This Agreement contains all the terms and conditions as agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

20. ATTORNEYS' FEES
In the event of any action, suit or proceeding between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

21. INTERRUPTION OF SERVICES
Any of the parties shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the parties so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused party.

22. SUBJECT HEADINGS

The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

23. METHOD OF NOTIFICATION

All notices required or permitted to be given hereunder which may be given by any party to the other, shall be deemed to have been fully given when made in writing and sent by facsimile to the number set forth below or sent by reputable overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO UNIVERSITY:	Assistant Vice Chancellor UCSD School of Medicine 9500 Gilman Drive, #0602 La Jolla, CA 92093-0602 Facsimile number: 858.534.6573
TO DISTRICT:	Rita Schwartz La Mesa Spring Valley School District 4750 Dale Ave La Mesa, CA 91942

24. COUNTERPARTS

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

Signature page follows immediately after

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
on behalf of the University of California San Diego, School of Medicine,
Department of Ophthalmology

By: _____ 5/19/16
Gene Haseguwa Date
Chief Operating Officer
UC San Diego Health Sciences

LA MESA SPRING VALLEY SCHOOL DISTRICT

By: _____ _____
Date

Name: _____

Title: _____

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Karen Walker, Ed.D.**
Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-3 New Business** **Action Item**

Approval of Agreements for Private Vehicle Transportation In-Lieu of Transportation

---

Parents of a student identified as homeless under the McKinney-Vento Homeless Education Assistance Act have requested reimbursement for transportation in-lieu of the District providing this transportation between their place of residence and Aseltine School in a not to exceed amount of $73.44. The attached agreement is for the period June 23, 2016 until June 30, 2016.

Parents of a student identified as homeless under the McKinney-Vento Homeless Education Assistance Act have requested reimbursement for transportation in-lieu of the District providing this transportation between their place of residence and Springall Academy in a not to exceed amount of $1,500.00. The attached amended agreement is for the period August 24, 2015 until June 30, 2016.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve these agreements for private vehicle transportation.

LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT
4750 Date Avenue La Mesa, California 91942-5293 619/668-5700

AGREEMENT FOR IN-LIEU OF TRANSPORTATION

THIS AGREEMENT is entered into this 9th day of June, 2016 between the La Mesa-Spring Valley School District, hereinafter referred to as the District, and Jennie Vendrasco-Baumann, hereinafter referred to as the Parent, for Dylan Baumann hereinafter referred to as the Pupil.

WITNESSETH:

WHEREAS, it has been determined that in lieu of the District providing transportation service for the Pupil, the Parent will transport the Pupil between his/her place of residence and Aseltine School (two way), 4027 Normal Street, San Diego, CA 92103.

NOW THEREFORE the District and the Parent hereby agree as follows:

THE DISTRICT shall reimburse the Parent for transporting the Pupil a total of 21.28 miles per day of actual transportation of the Pupil at $0.575 per mile, payable monthly upon presentation and verification of an invoice and daily mileage report to the District. The maximum number of days of transportation covered by this Agreement shall not exceed 6 days and the total amount paid under this Agreement shall not exceed $73.44.

THE PARENT SHALL, at his or her expense, carry adequate automobile liability insurance for the duration of this contract to fully protect the Parent and the District from any and all claims for damage to property or for personal injury including death, which may arise while the Parent is performing services under this Agreement. The Parent agrees to indemnify and to hold free and harmless, the District, its officers agents and employees from all liability or loss, and against all claims or actions based upon or arising out of injury to or death of all persons, or damage to or loss of property, caused by acts of the Parent in connection with this Agreement.

It is expressly understood and agreed to by both parties that the Parent, while performing services under this Agreement, is an independent contractor and is not an officer, agent, or employee of the District.

Services under this Agreement shall commence on June 23rd, 2016 and shall terminate on June 30, 2016, inclusive, unless terminated sooner by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the District and the Parent have executed this agreement effective as of the date first written above and becoming valid upon approval of the La Mesa-Spring Valley School District Board of Education.

Parent Signature	District Signature
Date	Date

Approved by the Governing Board on: _____

Budget Approval By: _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT
4750 Date Avenue La Mesa, California 91942-5293 619/668-5700

AMENDED
AGREEMENT FOR IN-LIEU OF TRANSPORTATION

THIS AGREEMENT is entered into this 1st day of September, 2015 between the La Mesa-Spring Valley School District, hereinafter referred to as the District, and Carey Alvord, hereinafter referred to as the Parent, for Isaiah Flowers hereinafter referred to as the Pupil.

WITNESSETH:

WHEREAS, it has been determined that in lieu of the District providing transportation service for the Pupil, the Parent will transport the Pupil between his/her place of residence and Springall Academy, 6460 Boulder Lake Ave, San Diego, CA 92119.

NOW THEREFORE the District and the Parent hereby agree as follows:

THE DISTRICT shall reimburse the Parent for transporting the Pupil a total of 13.74 miles per day of actual transportation of the Pupil at $0.575 per mile, payable monthly upon presentation and verification of an invoice and daily mileage report to the District. The maximum number of days of transportation covered by this Agreement shall not exceed 189 days and the total amount paid under this Agreement shall not exceed $1500.00.

THE PARENT SHALL, at his or her expense, carry adequate automobile liability insurance for the duration of this contract to fully protect the Parent and the District from any and all claims for damage to property or for personal injury including death, which may arise while the Parent is performing services under this Agreement. The Parent agrees to indemnify and to hold free and harmless, the District, its officers agents and employees from all liability or loss, and against all claims or actions based upon or arising out of injury to or death of all persons, or damage to or loss of property, caused by acts of the Parent in connection with this Agreement.

It is expressly understood and agreed to by both parties that the Parent, while performing services under this Agreement, is an independent contractor and is not an officer, agent, or employee of the District.

Services under this Agreement shall commence on August 24, 2015 and shall terminate on June 30, 2016, inclusive, unless terminated sooner by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the District and the Parent have executed this agreement effective as of the date first written above and becoming valid upon approval of the La Mesa-Spring Valley School District Board of Education.

Parent Signature	District Signature
Date	Date

Approved by the Governing Board on: _____

Budget Approval By: _____

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Karen Walker**
Assistant Superintendent, Learning Support

ITEM NUMBER: **LS-4 New Business** **Action Item**

Authorization to Enter Into a Special Education Master Contract with Arch Academy for the 2015-2016 School Year

---

The District contracts with California-certified nonpublic schools and agencies to provide services to a student when the District is unable to provide an appropriate special education program. At this time, a number of students require the services of nonpublic schools or agencies.

Authorization is requested for approval of a special education master contract with Arch Academy, a nonpublic school, due to the placement of a new student, in a not-to-exceed amount of $6,000.00.

Agency Name	Amount
Current encumbered cost for all nonpublic schools/agencies through 6/30/2016	$1,604,500.00
Arch Academy	Not-to-Exceed $6,000.00
Total encumbered cost for all nonpublic schools/agencies	$1,610,500.00

ADMINISTRATIVE RECOMMENDATION

It is recommended authorization be granted to enter into a master contract with Arch Academy for the 2015-2016 school year.

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-1 Human Resources Recommendations** **Action Item**
Standard Recommendations

The Human Resources recommendations which are attached for consideration at the June 8, 2016, Board of Education meeting are standard.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached standard Human Resources recommendations as presented.

CERTIFICATED:

Approval of Contract:

Agpalza, Diajaira	Teacher (temporary)	I-1	08/11/16
Barkley, Shane	Teacher (temporary)	I-1	04/04/16
Brown, Rhonda	Teacher (temporary)	I-1	08/11/16
Darrock, Melissa	Teacher (temporary)	I-1	08/11/16
Dean, Julianne	Teacher (temporary)	I-1	08/11/16
Kim, Dianelynn	Teacher (temporary)	I-1	08/11/16
Kohlenberg, Vittoria	Teacher (temporary)	I-1	08/11/16
Korovec, Lori	Teacher (temporary)	I-1	08/11/16
Makielski, Heather	Teacher (temporary)	I-1	08/11/16
Martel, Katie	Teacher (temporary)	I-1	08/11/16
Morabito, Dana	Teacher (temporary)	I-1	08/11/16
Murdock, Crystal	Teacher (temporary)	I-1	08/11/16
O'Grady, Loni	Teacher (temporary)	I-1	08/11/16
Raetzman, Christina	Teacher (temporary)	I-1	08/11/16
Rossiter, Molly	Teacher (temporary)	I-1	08/11/16
Schneeberger, Brenda	Teacher (temporary)	I-1	08/11/16
Stagner, Michelle	Teacher (temporary)	I-1	08/11/16
Torres, Kristen	Teacher (temporary)	I-1	08/11/16
Utley, Whitney	Teacher (temporary)	I-1	08/11/16
Vane, Kelley	Teacher (temporary)	I-1	08/11/16

Approval of Acceptance of Resignation:

Reznick, Rebecca	Teacher (relocating)	V-8	06/17/16

Approval of Employment of Certificated Personnel for the 2015 Special Education Extended School Year Summer School Program:

Bartol, Shannon	Fulton, Roxanne	Meyers, Heidi
Carter, Jennifer	Hafner, Mahrya	Nafey, Catherine
Chamberlin, Jennifer	Jager, Natalie	Post-Stachelski, Molly
EdranElsten, Mitzi	Kleinstiver, Keith	Sipowicz, Dave
Evans, Marylou	Kmak, Michelle	Warden, Amanda
Flippen, Marylou	Malone, Julie	Worthington, Matt

CLASSIFIED:

Approval of Employment – Merit System:

Brooks, Claudia	School Bus Driver	42-A	05/27/16
Collin, Bruce	Senior Publications Technician	47-C	05/24/16
Gonzales, Sean	Custodian	26-A	05/02/16
Estanol, Michael	Licensed Vocational Nurse	56-B	05/09/16
Greenwood, April	Licensed Vocational Nurse	56-B	05/05/16
Holthaus, Kelly	Licensed Vocational Nurse	56-B	05/11/16
Honeysett, Fiona	Paraprofessional-Special Education	21-A	05/12/16
McGrew, Laura	Paraprofessional-Special Education	21-A	05/23/16
Sanchez, Tommy	Custodian	26-C	05/11/16

Spence, Alysha	Paraprofessional-Special Education	21-A	05/20/16
Thevenot, Carly	Extended School Services Site Lead	28-A	05/27/16

Approval of Adjustment of Initial Salary Placement:

Baker, Tracey	From: 47-A	To: 47-B	04/26/16

Approval of Employment:

Cook, Madison	Playground Attendant	$10.00/hr	05/23/16
Cook, Madison	Extended School Services Attendant	$10.65/hr	05/23/16
Estioko, Karla	Extended School Services Assistant Leader	$14.00/hr	04/26/16
Gutierrez De Meza, Maria	Playground Attendant	$10.00/hr	05/18/16
Hassan, Mashal	Extended School Services Attendant	$10.65/hr	05/19/16
Ingoglia, Ashley	Playground Attendant	$10.00/hr	05/20/16
Kelley, Tess	Extended School Services Attendant	$10.65/hr	05/31/16
Mitchell, Cheyanne	Extended School Services Attendant	$10.65/hr	05/17/16
Vargas, Roxana	Playground Attendant	$10.00/hr	04/04/16
Williams, April	Playground Attendant	$10.00/hr	05/10/16
Woodard Shell, Ashanti	Extended School Services Attendant	$10.65/hr	05/12/16
Youngblood, Catherine	Playground Attendant	$10.00/hr	05/18/16

Approval of Termination of Employment:

Bridges, Jacob	Extended School Services Attendant (employment elsewhere)	04/29/16
Cortez, Soraya	Playground Attendant (employment elsewhere)	04/07/16
Cruz, Christina	Playground Attendant (resigned)	11/01/15
May, Michael	Playground Attendant (dismissed)	04/15/16
Persinger, Nicholas	Playground Attendant (dismissed)	04/22/16
Urrutia Barbosa, Amber	Extended School Services Attendant (moving from area)	04/29/16

Approval of Change of Classification:

Heckler, Christopher	From: Senior Custodian	39-A	05/16/16
	To: Custodian	26-B	

Approval of Employment of Classified Personnel for the 2015 Special Education Extended School Year Summer School Program:

Abdulla, Lovelace	Hidalgo, Elizabeth	Province, Allison
Allmon, Edith	Huckins, Michael	Ramos, Jeanette
Blatchford, Rosa	Ingco, Cheryl	Rodriguez, Norma
Blue, Michele	Jarvis, Maisha	Sackrider, Rose
Bowles, Leslie	Johnson, Lynn	Salcedo, Jesus
Brock, Yolanda	Jones, Amber	Shipley, Debra
Bullington, Rozana	Jones, Summer	Smith, Debra
Cano, Maria	Jordan, Robyn	Smith, Meghan
Daly, Dan	Kenney, Georgia	Smosna, Anelisa
Davis, Susan	Lopez, Michelle	Stroud, Tina
Ellison, Jennifer	Maldonado, Michelle	Terry, Sharon
Goldman, Anne	Martinez, Jessica	Thorpe, Sara
Gonzalez, Jennifer	McDonald, Michelle	Toscano, Whitney
Green, Lisa	Miller, Melissa	Veniegas, Laurene

Hamilton, Stephanie	Molinar, Priscilla	Wagner, Bonnie
Henderson, Doris	Neri, Maria	Walsh, Michelle
Herrera, Veronica	Nigro, Breana	Wheeler, Patricia
Hicks, Christina	Proctor, Julie	Willis, Pamela
		Wojcik, Pola

LECTURER/PRESENTER:

Organization/Name	Site/Department	NTE	Effective
Pixster Photobooths	PKMS	$396.	06/14/16
UCSD Eyemobile, Dept. of Opthalmology	Preschool	$2,300.	01/01/16-04/01/16

SHORT TERM EMPLOYMENT CONTRACT:

Organization/Name	Site/Department	NTE	Effective
Gay Betz	Learning Support	$11,000.	07/01/16-10/31/16
Diana Garra	Learning Support	$11,000.	07/01/16-10/31/16
James Hunt	Learning Support	$11,000.	07/01/16-10/31/16
Janet Neeb	Learning Support	$11,000.	07/01/16-10/31/16
Karin Lee	Learning Support	$11,000.	07/01/16-10/31/16
Linda Pharris	Learning Support	$11,000.	07/01/16-10/31/16
Karen Rosso	Learning Support	$11,000.	07/01/16-10/31/16
JoAnn Thomas	Learning Support	$11,000.	07/01/16-10/31/16
Kristen Zwall	Learning Support	$11,000.	07/01/16-10/31/16

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 1016

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-2 Human Resources Recommendation** **Action Item**
Authorization to Enter into an Agreement with Grand Canyon University

---

Each year, numerous institutions of higher education request assistance with professional training for various certificated positions including teachers, interns, counselors, psychologists, speech-language pathologists and school nurses.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board grant authorization to enter into the attached Agreement with Grand Canyon University.

Student Teaching Affiliation Agreement Between GCU and La Mesa-Spring Valley School District

1. **PARTIES:** This agreement is entered into on this 18th day of April by and between Grand Canyon University (GCU) and La Mesa-Spring Valley School District located at 4750 Date Avenue, La Mesa, CA 91942. Hereafter referred to as the "District."
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins 4/18/16 and ends 6/30/19.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a $500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis.Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
8. **ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
9. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

University
Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University
3300 W. Camelback Road
Phoenix, Arizona 85017

District
La Mesa-Spring Valley School District

10. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
11. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **RESPONSIBILITIES OF GCU**

A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.

B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.

C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.

D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:
$1,000,000 Combined Single Limit
$2,000,000 General Aggregate
$1,000,000 Products Aggregate
$1,000,000 Personal Injury
$5,000 Medical Payments

Coverage:
Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:
$1,000,000 each wrongful act
$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: Dr. Kimberly LaPrade
(Signature)

Name: Dr. Kimberly LaPrade

Title: Dean, College of Education

Date: 4/18/16

By: Tina Sardina
(Signature)

Name: TINA SARDINA
(Please print or type)

Title: ASSISTANT SUPERINTENDENT, HUMAN RESOURCES
(Please print or type)

Date: 4/26/16

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-3 Human Resources Recommendations** **Action Item**

Approval of Employment Contract Amendments for Superintendent; Assistant Superintendent, Business; and Assistant Superintendent, Human Resources

---

Attached are employment contract amendments for the Superintendent; the Assistant Superintendent, Business; and the Assistant Superintendent, Human Resources. The amendments reflect an extension of employment contracts to June 1, 2020.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the attached employment contract amendments for the Superintendent; Assistant Superintendent, Business; and Assistant Superintendent, Human Resources.

Eleventh Amendment
June 8, 2016
BRIAN MARSHALL, Superintendent

This is an amendment to the employment contract dated March 4, 2003, the First Amendment dated August 3, 2004, the Second Amendment dated August 16, 2005, the Third Amendment dated August 1, 2006, the Fourth amendment dated March 3, 2008, the Fifth Amendment dated October 6, 2009, the Sixth Amendment dated September 21, 2010, the Seventh Amendment dated July 19, 2011, the Eighth Amendment dated February 19, 2013, the Ninth Amendment dated June 4, 2013, and the Tenth Amendment dated December 9, 2014.

1. This agreement shall be extended an additional 1 year 6 months and shall be effective until June 1, 2020.

2. The cost structure of the post employment benefits provided to the Superintendent shall be modified to reflect the sun setting of the benefit as described in the collective bargaining agreements between the Board of Education of the La Mesa-Spring Valley School District and the District Employee Associations. This change shall only impact the cost structure of the benefit. The term of the benefit and all other provisions shall remain valid and in force as defined the employment contract dated March 4, 2003.

3. In accordance with AB215, should the Board take action to terminate the Superintendent without cause, the Superintendent will be entitled to 12 months of salary as severance.

4. All other provisions contained in the original agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and/or the Tenth Amendment not specifically changed in this document shall remain valid and in force.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written opposite their signature.

BOARD OF EDUCATION
LA MESA-SPRING VALLEY SCHOOL DISTRICT

Board Member	Date
Board Member	Date
Board Member	Date
Board Member	Date
Board Member	Date
Brian Marshall	Date

First Amendment
June 8, 2016
DAVID FELICIANO, Assistant Superintendent, Business

This is an amendment to the employment contact dated December 9, 2014.

1. This agreement will be extended an additional 2 years 5 months and will be effective until June 1, 2020.

2. All other provisions contained in the original agreement not specifically changed in this document shall remain valid and in force.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written opposite their signature.

BOARD OF EDUCATION
LA MESA-SPRING VALLEY SCHOOL DISTRICT

Board Member	Date
Board Member	Date
Board Member	Date
Board Member	Date
Board Member	Date
David Feliciano	Date

Second Amendment
June 8, 2016
TINA SARDINA, Assistant Superintendent, Human Resources

This is an amendment to the employment contact dated June 4, 2013 and the First Amendment dated December 9, 2014.

1. This agreement will be extended an additional 1 year 6 months and will be effective until June 1, 2020.

2. All other provisions contained in the original agreement dated June 4, 2013 and the First Amendment dated December 9, 2014 not specifically changed in this document shall remain valid and in force.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written opposite their signature.

BOARD OF EDUCATION
LA MESA-SPRING VALLEY SCHOOL DISTRICT

Board Member	Date
Board Member	Date
Board Member	Date
Board Member	Date
Board Member	Date
Tina Sardina	Date

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-4 Human Resources Recommendations** **Action Item**
Public Employee Appointment – Assistant Superintendent, Learning Support

---

The Superintendent's recommendation will be presented to the Board during closed session. Action to fill the position of Assistant Superintendent, Learning Support, is recommended thereafter.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board appoint the Superintendent's recommendation for Assistant Superintendent, Learning Support.

EMPLOYMENT AGREEMENT
Between
(BLANK)
And
LA MESA-SPRING VALLEY SCHOOL DISTRICT

This EMPLOYMENT AGREEMENT made and entered into this 8th day of June 2016, by and between the Board of Education of the La Mesa-Spring Valley School District, La Mesa, California, hereinafter referred to as District and (BLANK).

WITNESSETH

District, in consideration of the promises herein contained, hereby employs (BLANK) and (BLANK) hereby accepts employment for a term of 3 Years commencing July 1, 2016, and ending June 30, 2019, to serve as District Assistant Superintendent, Learning Support, during the term of this Contract. An annual work year shall constitute two hundred and twenty-four (224) workdays.

NOW, THEREFORE, District and (BLANK) agree as follows:

1. An annual salary of One Hundred Fifty Thousand Dollars ($150,000) plus all other provisions as set forth in the Management Salary Schedule. In addition to the annual salary (BLANK) shall receive Four Thousand Eight Hundred Dollars ($4,800) expense allowance and Four Thousand Eight Hundred Dollars ($4,800) car allowance. The annual salary and benefits shall be adjusted in accordance with modifications made to the management salary schedule.

2. During the term of the EMPLOYMENT AGREEMENT, (BLANK) shall be entitled to all benefits applicable to twelve (12) month employees as an incident to their employment relationship with District including, but not limited to, vacation and illness or injury benefits and leaves. Annual vacation leaves shall number twenty-two (22) days, and be defined as those days not designated as legal holidays, weekend days, or work days as established by this Agreement. Any year wherein service is rendered beyond the herein agreed-to work year (224 days), and (BLANK) is thereby precluded from benefit of the herein agreed-to vacation leave (22 days), such unused days may accrue, not to exceed forty-four (44) in number, which may be carried forward into a subsequent year. Accrued vacation days shall constitute compensation at the daily rate in effect at that time due (BLANK) upon separation from District for any cause.

3. At the election of the District or (BLANK), an annual comprehensive physical examination shall be completed and any expense beyond that paid by District insurance shall be borne by the District. Such examination shall be conducted at any medical facility selected by (BLANK) within San Diego County.

4. (BLANK), in consideration of the compensation as herein set forth, shall give his best service and faithfully perform the duties and discharge the responsibilities assigned to him by District for the period of this Employment Agreement.

5. Goals and Objectives and Evaluation Procedures: Annually, or as requested by the Board of Education, the parties to this Agreement shall meet to establish goals and objectives, reduced to writing for the position of Assistant Superintendent, Learning Support. The Board shall cause to be evaluated and assessed in writing the performance of (BLANK), Assistant Superintendent, Learning Support, at least every other year or as requested by the Board during the term of this Agreement. Said evaluation and assessment shall be reasonably related to the position of Assistant Superintendent, Learning Support, and the goals and objectives as set for that position.

6. Should the Board exercise its right to terminate this contract for other than cause prior to June 30, 2019 the provisions in Education Code 35031 shall be followed.

7. If (BLANK) is convicted of a crime involving an abuse of his position he shall fully reimburse the district for payments he received as paid leave salary pending the investigation, or as a cash settlement upon his termination, and for any funds expended by the district for his criminal legal defense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written opposite their signature.

BOARD OF EDUCATION, LA MESA-SPRING VALLEY SCHOOL DISTRICT

Board Member	Date
Board Member	Date
Board Member	Date
Board Member	Date
Board Member	Date
(BLANK)	Date

La Mesa-Spring Valley School District
GOVERNING BOARD AGENDA
June 8, 2016

PREPARED BY: **Tina Sardina**
Assistant Superintendent, Human Resources

ITEM NUMBER: **HR-5 Human Resources Recommendations** **Action Item**
Appointment of Elementary Principal

The Superintendent's recommendation will be presented to the Board in closed session. Action to appoint an elementary principal is recommended thereafter.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board approve the Superintendent's recommendation to appoint an elementary principal.

MINUTES
BOARD OF EDUCATION MEETING
LA MESA-SPRING VALLEY SCHOOL DISTRICT
REGULAR MEETING: May 17, 2016

The meeting was called to order at 7:00 p.m. at the Education Service Center by the President, Mr. Duff.

CALL TO ORDER

The President led the Pledge of Allegiance to the Flag.

PLEDGE OF ALLEGIANCE

Board members present:	Babbitt, Chong, Duff, Turner, Winet
Board members absent:	None
Staff members present on assignment:	Feliciano, Guzman, Marshall, Sardina, Walker

ESTABLISHMENT OF QUORUM

It was moved by Turner, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the minutes of the regular meeting of May 3, 2016, as presented.

MINUTES
Approved as Presented

COMMUNICATIONS

COMMUNICATIONS

LCAP PowerPoint	PPT LCAP
LCAP Summary Report	Summary LCAP
LCAP Full Report	Full Report LCAP
May Revision and Impact to the 2016-17 Budget – PowerPoint	PPT May Revise, Budget Impact
Quest Graduation Invitation	Quest Graduation Invitation

AGENDA

AGENDA

It was moved by Turner, seconded by Winet, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the agenda as presented.

Approved as presented

HEARING SESSION

HEARING

The President announced a hearing for anyone who wished to address the Board on any topic relating to public education. There being no one wishing to address the Board, the session was closed.

REPORTS OF OFFICERS OF THE BOARD

REPORTS

LCAP Update

The Local Control and Accountability Plan (LCAP) is intended to provide details regarding the District's actions and expenditures which support pupil outcomes and overall performance. The LCAP must be revised yearly to incorporate accomplishments, changes in District priorities, and changes to funding levels. The District has incorporated

three broad goals into the LCAP: 1) provide all students with appropriately credentialed teachers, well-maintained facilities, elementary school transportation, robust student support services, and special education support where necessary; 2) fully implement California Common Core State Standards, increase achievement for all students, including English learners, and offer parent choice of specialty schools and specialized programs; 3) continue to support stakeholder engagement, including parent input, participation, communication, and education. Dr. Karen Walker, Assistant Superintendent, Learning Support, presented the La Mesa-Spring Valley LCAP update to the Board and responded to clarifying questions.

May Revision and Impact to 16-17 Budget

The Governor's May Revision was released on May 13, 2016. Highlights include:

- April revenues were down $1.5 billion, removing overall budget gains from prior months
- State revenues are expected to increase modestly for 2016-17; however, deficit spending is projected in 2018-19 and 2019-20
- By reducing the state's "rainy day fund", there is a slight increase to ongoing and one-time dollars for education in 2016-17

The impact to the District includes a $300,000 increase in 16-17 one-time discretionary funds; additional LCFF funds of $40,000; 17-18 budget increased by $1.2 million; and 18-19 budget increased by $2.4 million. David Feliciano, Assistant Superintendent, Business Services, presented the May Revision and Impact to the 2016-17 Budget update and responded to clarifying questions.

NEW BUSINESS

NEW BUSINESS

Consent Calendar
Approved

It was moved by Turner, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the following:

Purchase Orders

Purchase Orders dated April 20, 2016 through May 3, 2016 totaling $2,013,836.03

Warrants

Warrants dated April 20, 2016 through May 3, 2016 totaling $656,491.36

Revolving Cash Fund Reimbursements from the General Fund

Expenditures in the amount of $176.00

Travel

Approval of travel as attached

Glass Wall/Doors for Ed Ctr
Rejected

Rejection of Bid for Education Center Interior Glass Wall and Doors

Playground Equip-KEM
Approved

Award of bid for Kempton Elementary playground equipment

Agreement with Heaven's Windows-Summer Lunches

Agreement with Heaven's Windows to provide nutritious lunches during the summer

Approved

Agreement with various San Diego County school districts for student transportation services

Agreement with SD County School Districts –Student Transportation Svcs
Approved

Resolutions 15-16-21 through 15-16-24, designating authorized agents and signatures with San Diego County Office of Education

Res 15-16-21 to 24, SDCOE Authorized Agents/Signatures
Adopted

Resolution 15-16-25, approving the transfer of donated funds and equipment to Peter Pan Junior Theater

Res 15-16-25, Transfer of Donated Funds/Equip to PPJT
Adopted

It was moved by Babbitt, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to adopt McGraw-Hill Wonders as the instructional materials program in English Language Arts for kindergarten through grade five.

McGraw-Hill Wonders Instructional Materials Program for ELA, Kinder-Grade 5
Approved

It was moved by Turner, seconded by Chong, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to accept the following gifts: $10,000.00 From Christ Lutheran Church Ministries to La Mesa Dale Elementary, to be used for student support; and $1,000.00 From Lorenz Advertising and Design, Inc. to Casa de Oro Elementary, to be used for the campus shade project.

Gifts for LMD and CDO
Accepted with Thanks

HUMAN RESOURCES RECOMMENDATIONS

It was moved by Winet, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve standard Human Resources recommendations as amended to include six additional Lecturer/Presenter and/or Short-Term Employment forms.

Human Resources Recommendations
Approved as amended

It was moved by Chong, seconded by Babbitt, and carried with the following votes: Ayes: Babbitt, Chong, Duff, Turner; Noes: Winet; Absent: None, to Approve a Reduced Workload Participation Program for certificated employee, Ondina Summers-Moehl.

Reduced Workload Participation Program
Approved

It was moved by Chong, seconded by Turner, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the adoption of the 2017-18 and 2018-19 School Calendars.

2017-18 and 2018-19 School Calendars
Approved

It was moved by Chong, seconded by Babbitt, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve a new certificated position for Restorative Practices Resource Teacher.

New Certificated Position: Restorative Practices Resource Teacher
Approved

Annual Declaration of Need for Fully Qualified Educators
Approved

It was moved by Babbitt, seconded by Winet, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to approve the annual Declaration of Need for Fully Qualified Educators.

ANNOUNCEMENTS, REPORTS, COMMUNICATIONS FROM THE BOARD

Mr. Chong announced he observed Casa de Oro's Battle of the Books. He was pleased to see lively student and audience participation. He noted the three participating schools, Casa de Oro, Murdock, and Kempton all had very close final scores.

Dr. Turner announced she attended the Quest Open House. She was very impressed with all of the student-led presentations, but especially noteworthy was the use of technology by the students.

Dr. Turner announced she attended a California School Boards Association (CSBA) meeting, which included a discussion of Mendez v Westminster, the first Hispanic desegregation case, considered the precursor to Brown v Board of Education. Also encouraged the District to obtain inspiring foster youth videos available at no charge through CSBA.

Mr. Babbitt announced he attended the Quest Open House and was very impressed.

Mr. Babbitt announced he attended a performance of Grease at La Mesa Arts Academy (LMAAC). Arms Wide Open, a performing arts group whose students have an array of disabilities, also participated. He was very moved by the student's performances, and appreciative of the efforts of LMAAC staff.

The Superintendent announced that middle school promotions will be held on Friday, June 17, 2016 and discussed which ceremony each Board member will attend.

At 8:50 p.m. the President announced a recess.

CLOSED SESSION

At 9:00 p.m. the President called for a closed session to discuss negotiations update – LMSV Teachers Association; negotiations update – California School Employees Association (CSEA), Chapter 419; negotiations update – Administrators Association and other Unrepresented Bargaining Groups – Conference with Legal Counsel, Existing Litigation (LMSVSD v Mountain Empire Unified School District; and College Preparatory Middle School) – Non-Reelection of Temporary Certificated Employees for the 2016-17 School Year. The Superintendent; Board; and Assistant Superintendents Business, Human Resources and Learning Support adjourned to the session, which was held in the Boardroom.

CLOSED SESSION ACTION

At 9:32 p.m. the President reconvened the meeting and announced the

Board, in closed session, took the following action:

Temporary Certificated Employees
Non-reelected

It was moved by Chong, seconded by Winet, and carried unanimously with the following votes: Ayes: Babbitt, Chong, Duff, Turner, Winet; Noes: None; Absent: None, to Non-reelect temporary certificated employees for the 2016-17 school year (Files 05-17-16-01 through 69)

The meeting was adjourned at 9:35 p.m.

Brian Marshall, Secretary to the Board of Education

Approved and ordered into the proceedings of the District at the next regular meeting of the Board of Education to be held

David Chong, Clerk of the Board of Education